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Contract No. OM-5400

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SECRET**SCHEDULE****PART I - CONTRACT WORK**

The Contractor shall furnish the necessary personnel, materials, supplies, facilities and services and shall do all other things including the employment of certain outside consultants, necessary to provide the following:

- a. The principles and designs for maximum capability of the system described in the Contractor's Engineering Report 5394, and systems as referred to in Contractor's Engineering Report 5414, dated 13 April 1959.
- b. Periodic progress reports of the work and services performed in accordance with the schedule set forth in Figure 4 of Engineering Report 5414.
- c. A technical program and a cost proposal for continuing the design of a system or systems to be recommended by the Contractor after vehicle selection. The program and proposal will be submitted to the Contracting Officer not later than 5 June 1959.
- d. A production program outline through January 1961 and budget cost through June 1960. The outline and budget will be submitted to the Contracting Officer not later than 30 June 1959.
- e. Experimental activities which will be expanded to include engineering breadboards and mockups of the subsystems appropriate to any complete system which may later be selected by the Government. Layout design work will continue on system configurations for the specified volumes for each vehicle. Liaison with the vehicle manufacturer, film manufacturer and the Government will be continued. Progress reports will be submitted on 31 July 1959 and 15 September 1959.
- f. The services necessary for the operation of the Contractor's Post Road Plant as set forth in the Contractor's letter dated 10 June 1959 and consisting of guard services for the secure area, rental of a station wagon, and, upon receipt of notice to proceed from the Contracting Officer, private telephone lines, receptionist-switchboard operator, maintenance man and other items relating to the contract work.

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PART II- PERIOD OF PERFORMANCE

The period of performance hereunder shall commence on 14 April 1959 and shall expire on 15 September 1959; however such period of performance may be extended by mutual agreement between the Government and the Contractor

PART III - ESTIMATED COST AND FIXED FEE

a. The estimated cost of the performance of this contract, exclusive of the fixed-fee, is ONE HUNDRED SIXTY-FIVE THOUSAND EIGHT HUNDRED NINETY-NINE DOLLARS (\$165,899.) ✓

b. The fixed-fee for performance of this contract is FOURTEEN THOUSAND ONE HUNDRED ONE DOLLARS (\$14,101.) ✓

PART IV - PAYMENTS

a. In accordance with the provisions of Clause 4 of the General Provisions of this contract entitled "Allowable Costs, Fixed Fee and Payments," the Government shall pay the Contractor, as full compensation for the performance of this contract, the fixed-fee as specified in PART III above, and the Allowable Cost incurred by the Contractor in the performance of this contract and accepted by the Contracting Officer as chargeable in accordance with "Contract Cost Principles, Section XV, PART 2, Armed Services Procurement Regulations". It being understood and agreed, without limiting the generality of the foregoing, that the following shall be considered as allowable items of cost hereunder when incurred or paid by the Contractor and when necessary and required and used for the performance of work hereunder:

(1) Expenditures by the Contractor for transportation of personnel directly engaged in the performance of work hereunder, plus reasonable actual subsistence expenses.

(2) Premium portion of overtime wages. Such overtime will be kept to a minimum consistent with the overall objectives of the program.

(3) All costs which have been incurred by the Contractor on or after 14 April 1959, in anticipation of and prior to the signing of this contract, and which, if incurred after the signing of this contract, would have been considered as items of allowable cost hereunder, will be accepted by the Contracting Officer as costs under this contract.

(4) Research of an applied or developmental nature, provided it does not exceed 5% of the cost of goods manufactured by the Parkin-Elmer Engine-Electro-Optical Division, and further provided that such research is not directed toward the development of purely commercial items or processes.

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(5) Overhead-- Amounts determined as provided in the clause of this contract entitled "Negotiated Overhead Rates" to cover all overhead charges. Pending establishment of the final negotiated rates, provisional payments shall be made at billing rates approved by the Contracting Officer.

(6) Special Costs-- The cost of guard services, rental of a station wagon, private telephone lines, receptionist-switchboard operator and a maintenance man in connection with the operation of the secure area of the Contractor's Post Road Plant shall be direct cost under this contract. Rental on the leased Post Road Plant shall be treated as indirect cost.

b. The fixed-fee shall be paid in monthly installments based on allowable costs incurred by the Contractor and approved by the Contracting Officer computed at the same ratio that the total estimated cost stated herein, subject, however, to the withholding provisions of paragraph (c) of Clause 4 of the General Provisions hereof.

PART V - LETTER CONTRACT SUPERSEDED

This is the Definitive Contract contemplated by Letter Contract dated 29 April 1959 and Amendment No. 1 dated 30 June 1959. This Definitive Contract supersedes said Letter Contract and Amendment No. 1 thereto. Services performed and payments made under the said Letter Contract, as amended, shall be deemed to be services performed and payments made under this Definitive Contract. The date of the Letter Contract shall govern for the determination of the priority status of this Definitive Contract. In the event of conflict between this Definitive Contract and said Letter Contract, as amended, this Definitive Contract shall prevail.

PART VI - SPECIAL SECURITY RESTRICTIONS

The Contractor shall not reveal (i) the specific nature or any details of the work being performed hereunder or (ii) any information whatsoever with respect to the department of the Government sponsoring this contract and the work thereunder except as the Contractor is directed or permitted to reveal such information by the Contracting Officer or by his duly authorized representative for security matters, and notwithstanding any clause or section of this contract to the contrary, the Contractor shall not interpret any clause or section of this contract as requiring or permitting divulgence of such information to any person, public or private, or to any officer or department of the Government without the express consent of the Contracting Officer or his duly authorized representative for security matters.

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PART VII - WAIVER OF REQUIREMENTS OF GENERAL PROVISIONS

Notwithstanding the requirements of any of the General Provisions of this contract to the contrary, whenever the Contractor, in performance of the work under this contract, shall find that the requirements of any of the clauses of the General Provisions are in conflict with security instructions issued to the Contractor by the Contracting Officer or by his duly authorized representative for security matters, the Contractor shall call the attention of the Contracting Officer to such conflict and the Contracting Officer or his duly authorized representative for security matters shall (i) modify or rescind such security requirements or (ii) the contracting Officer shall issue to the Contractor a waiver of compliance with the requirements of the General Provisions conflicting with such security requirements. Any waiver of compliance with the General Provisions of this contract issued by the Contracting Officer shall be in writing, except that the approval by the Contracting Officer of any subcontract issued hereunder by the Contractor shall be deemed to constitute approval of waiver of any clauses of the General Provisions in conflict with the stipulations of such subcontract.